

**EXHIBIT 27**

HCMLP Comments 12/30/2024

**Strictly private and confidential**

## **Indicative Sales Agreement**

[ ] December 2024

US Gaming, LLC ("US Gaming") is pleased to present our interest to sell shares issued by SK Telecom CS T1 Co., Ltd. (the "Company") to [REDACTED] (the "Buyer"), provided that the following conditions are met;

### **1. Sales Transaction (the "Transaction")**

- 1.1 US Gaming is a US company with a registered office located at 1209 Orange Street, Wilmington, New Castle, Delaware 19801, United States of America.
- 1.2 US Gaming intends to sell the entirety of 10,000 ordinary shares in the Company (the "Shares") that are currently held by US Gaming for total cash consideration of \$15,950,000.00, representing a purchase price of \$1,595.00 per share.
- 1.3 The Buyer must complete the purchase of the Shares before the consummation of the Initial Financing Closing, as outlined in the "Term Sheet for Financing and Restructuring of SK Telecom CS T1 Co., Ltd." dated May 21, 2024 or any reasonably comparable transaction, including, without limitation, any debt or equity financing of the Company or its subsidiaries, or any sale of any portion of their respective assets or securities (debt or equity), whether structured in the form of a sale of assets, a sale or issuance of stock or other equity interests, or a merger, consolidation, recapitalization, business combination, loan or otherwise.
- 1.4 The Buyer shall provide the evidence that the necessary funds have been raised to acquire the Shares in a single transaction before the execution of the Definitive Agreement (as defined below).
- 1.5 The consummation of the sales Transaction is subject to the execution of the definitive agreement related to the sales Transaction that is mutually acceptable to US Gaming and the Buyer (the "Definitive Agreement"), and the sales transaction shall close contemporaneously with the execution of the Definitive Agreement.
- 1.6 [REDACTED], will provide the Buyer with the necessary support to facilitate fund raising for successful consummation of the sales transaction.
- 1.7 The parties shall negotiate in good faith to agree on the terms and conditions of the Definitive Agreement and shall use their mutual reasonable best efforts in good faith to enter into the Definitive Agreement on terms consistent with those set forth herein.

### **2. Conditions of the Transaction**

- 2.1 The transaction is conditional on US Gaming receiving requisite consents from the other shareholders of [REDACTED] and [REDACTED] (the "[REDACTED]")-and the completion of definitive legal documents governed by law of Republic of Korea.
- 2.2 The transaction is subject to respective approvals from all the related parties involved in the formation of US Gaming.

**3. Confidentiality**

This Indicative Sales Agreement is written on the basis that its contents and existence are confidential and will not be provided to a third party by the Buyer unless an appropriate non-disclosure agreement is entered into between the third party and the Buyer.

**4. Exclusivity**

4.1 US Gaming agrees not to initiate any proposal, negotiation or offer related to the Transaction, except with the Buyer, [REDACTED], the Company and/or their respective affiliates and designees during the Exclusivity Period.

4.2 Notwithstanding the foregoing, if there is any transfer of shares between or among [REDACTED], [REDACTED], the Company and any of their respective affiliates or designees, including but not limited to the initiation of Buy/Sell Procedure outlined in the "Shareholders Agreement" dated June 30, 2024, or the purchase of treasury shares and etc., US Gaming shall be permitted to participate in such transactions and/or initiate proposals, negotiations or offers to the parties involved in such transfers with the intent to sell the Shares in whole or in part.

**5. Applicable law**

This letter (and any dispute or claim relating to it or its subject matter (including non-contractual claims)) is governed by law of Republic of Korea and any disputes or claims will be settled at the courts of Republic of Korea.

**6. Expiry date**

This letter will remain effective until February 28<sup>th</sup>, 2025 (the "Exclusivity Period"); provided that US Gaming may terminate the Exclusivity Period at any time if the Buyer, [REDACTED], [REDACTED], the Company or any of their respective affiliates or designees (i) proposes a change to the Purchase Price or any other material term set forth herein for any reason or (ii) breaches any provision set forth herein.

**7. Intention to create legal relations**

Except for paragraphs 1.3, 3, 4, 5, 6, 7 and 8, which are intended to create legally binding obligations between any parties related hereto, this letter and the terms hereof does not intend to, and shall not, create or reflect any binding agreement or other form of legal relations between US Gaming and the Buyer.

**8. Exclusion of representations and warranties**

By accepting this proposal you acknowledge that you have not relied on any representation or warranty on US Gaming's part.

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**US Gaming, LLC**  
**By: NexPoint Capital Inc., its Managing Member**

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[Name]

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**US Gaming SPV, LLC**  
**By: Highland Capital Management, L.P., its sole member**

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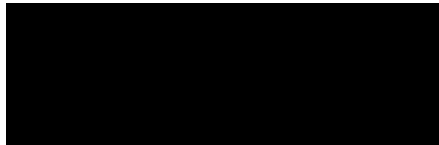

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[Name] James P. Seery, Jr., CEO

To confirm your acceptance of the terms of this proposal please sign and date the duplicate copy of this Indicative Sales Agreement and return it to us.

[On copy]

To: US Gaming

We hereby acknowledge and accept the terms of the above Indicative Sales Agreement.



Signed by



date .....2024

To: US Gaming

We hereby acknowledge and accept the terms of the above Indicative Sales Agreement.

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Signed by



date .....2024